

GENERAL TERMS OF SALE

This Agreement will apply to all Work ordered by Client and performed by Quad. Defined terms used in this Agreement have the meaning given in this paragraph and Section 16.

1. SCOPE OF WORK

A. Orders for Work.

Client engages Quad, and Quad accepts such engagement, to perform the Work specified in one or more SOWs. Each SOW must be signed by each Party and will be automatically subject to the terms and conditions of this Agreement.

B. Change Orders.

The Parties may agree to enter into a Change Order. For any change requested by Client under a Change Order, Client agrees to (i) assume Quad's liability for all approved commitments made prior to the requested change, (ii) reimburse Quad for all expenses incurred prior to the requested change, and (iii) pay Quad any related service charges in accordance with the provisions of this Agreement. Quad shall have no liability if it is unable to cancel any previous commitment or purchase made to perform the Work and/or reschedule any commitment or obtain a refund placed prior to the requested change.

2. TERM AND TERMINATION

A. Term of Agreement.

The Term of this Agreement will remain in effect until termination of this Agreement in accordance with the termination rights set forth herein.

B. Immediate Termination.

Either Party may terminate this Agreement immediately upon written notice if the other Party makes an assignment for the benefit of creditors, files a voluntary petition for bankruptcy or reorganization, is adjudicated bankrupt or insolvent or applies for or consents to the appointment of a receiver for it or its property.

C. Termination for Cause.

i. *Agreement Termination.* In the event of a breach of a material obligation under this Agreement (and not a specific SOW), the non-breaching Party may terminate this Agreement upon written notice if the breaching Party fails to cure that breach within sixty (60) days after the non-breaching Party provides written notice of such breach to the breaching Party. In the event of non-payment of any Fees, Expenses or other sums to Quad, Quad shall have the right to terminate this Agreement and/or any or all SOWs upon ten (10) days' written notice unless payment is made during that ten (10) day notice period.

ii. *SOW Termination.* Except as otherwise provided in an SOW, in the event of a breach of a material obligation under an SOW, the non-breaching Party may terminate that SOW upon written notice if the breaching Party fails to cure that breach within sixty (60) days after the non-breaching Party provides written notice of such breach to the breaching Party.

D. Termination Obligations.

Any reservation, contract, or arrangement made by Quad for Client prior to the expiration or termination date that continues beyond such date will be carried to completion by Quad and paid for by Client in accordance with this Agreement unless Client directs Quad to transfer such reservation, contract, or arrangement to another entity and Client releases

and indemnifies Quad, in which event Quad will endeavor to make such transfer, subject to obtaining any necessary consents of third parties. Client will be responsible for any transfer or assignment fees required by the third parties.

3. PRICING AND TAXES

A. Fees.

As compensation for the Work, Quad will charge and Client will pay all Fees as more fully described in an applicable SOW. All Fees will be set forth in each SOW, exclusive of taxes, and if an SOW does not include a Fee for the Work, Client will be charged at rate(s) separately quoted by Quad and agreed to by Client.

B. Expenses.

Unless otherwise provided by the applicable SOW, Quad will charge and Client will reimburse Quad for all Expenses that are incurred and approved in connection with the Work.

C. Taxes.

Client is solely responsible for payment of any applicable taxes, tariffs, and duties on any Work. Quad will invoice, collect and remit such taxes as required by law unless Client provides Quad with documentation that demonstrates to Quad's reasonable satisfaction that Client is exempt by law of any such taxes.

4. PAYMENT TERMS

A. Invoices.

Quad will invoice Client in accordance with the invoicing schedule set forth in the SOW or, if no invoicing schedule is set forth in such SOW, upon completion of the Work or at such other intervals as may be commercially reasonable.

B. Payment Terms.

Client must pay all invoices net thirty (30) days after the date of invoice unless otherwise agreed to in an SOW. If a Payment Terms Letter exists between the Parties, the terms of that Payment Terms Letter will control in the event of a conflict between Section 4.B and the Payment Terms Letter. Client will make all payments in U.S. dollars by wire transfer, ACH payment, or through Quad's online payment portal. To the extent this Agreement permits any affiliate of Client to place an SOW with Quad, Client shall ensure that those affiliates comply with Section 4 and shall be responsible for all payments its affiliates fail to make to Quad in accordance with this Agreement.

C. Payment Disputes.

Should any portion of an invoice be disputed in good faith, Client will provide written notice to Quad clearly setting forth the nature of the dispute and all facts supporting such dispute not later than the date payment is due or thirty (30) days of the date of the invoice, whichever occurs earlier, or the invoiced amounts will be deemed accepted. Client will timely pay any undisputed portions of disputed invoices. If Client timely provides a notice of dispute, the Parties will negotiate in good faith with reasonable diligence to resolve the disputed portion of such invoice within the Payment Dispute Period. If the Parties are unable to resolve such dispute within the Payment Dispute Period, Quad may exercise any and all remedies available to Quad under this Agreement, by law or in equity, all of such remedies being cumulative.

D. Withholding and Set-Off.

Client may only set-off or withhold payments as set for in Section 4.C (Payment Disputes). In the event of a payment default or an adverse change in Client's credit standing, as determined in Quad's reasonable judgment, Quad shall have the right to offset all credits, rebates and other trade concessions owed to Client against any accounts receivable owed by Client.

E. Changes to Payment Terms.

Quad's performance of the Work is subject to initial and on-going credit approval. Quad may from time to time review Client's credit-worthiness, and Client agrees to provide financial and credit information as Quad may reasonably request. Quad may change terms of payment in the event: (i) Client fails to comply with the terms of payment for any undisputed invoice, or (ii) Client fails to make a payment on a disputed invoice where the parties are unable to resolve the dispute within the Payment Dispute Period, or (iii) Client fails to provide financial and credit information as Quad may reasonably request, or (iv) there is an adverse change in Client's credit standing, as determined in Quad's reasonable judgment. Quad will have no obligation to perform or provide further Work until Client confirms its acceptance of the change in payment terms or until the time that the Parties reach mutual agreement on new revised terms.

F. Past Due.

Any past due invoiced sums will bear interest from and after the due date until the invoice is paid at the lesser of one percent (1%) per month, compounded monthly, or the highest rate allowed by applicable law. Client is responsible for and shall pay to Quad all costs and fees incurred by Quad, including reasonable attorneys' fees, to collect any past due sums. In the event of non-payment of any Fees, Expenses or other sums to Quad, Quad shall have the right to suspend performance under any SOW upon ten (10) days' written notice unless payment is made during that ten (10) day notice period.

5. CLIENT OBLIGATIONS

A. Cooperation.

In support of Quad's performance of its obligations, Client will cooperate with Quad in all matters relating to the Work and respond promptly to any Quad requests for: (i) access to Client's staff, resources and/or facilities as may reasonably be requested by Quad, and (ii) Client Instructions that are reasonably necessary for Quad to perform the Work. Quad shall be entitled to rely on the Client Instructions, and will not be responsible for any consequences resulting from its reliance on the Client Instructions or from Client's failure to timely provide cooperation or Client Instructions.

B. Client Materials.

Client may submit Client Materials to Quad from time to time. Client will timely provide any Client Materials necessary for the Work and will ensure that the Client Materials comply with Quad's specifications and requirements set forth in each SOW or otherwise communicated to Client. Client agrees that it will not provide Quad with any Client Materials that are not required or necessary for Quad to provide the Work. Client represents and warrants that: (i) Client Materials are free from defects, (ii) any statement, claim or representation made within the Client Materials is true and made in accordance with all applicable consents and orders from a government authority, and (iii) Client Materials contain no defamatory, libelous or slanderous, fraudulent, deceptive or misleading, or otherwise unlawful content or information.

C. Approvals.

From time to time Quad will submit to Client for its approval (not to be unreasonably withheld or delayed) the Work or elements thereof to be produced under this Agreement. Client shall provide its approval or rejection to Quad within the time frame specified by Quad for the relevant Work, but in no event longer than two (2) business days following Quad's notice unless otherwise agreed to in the SOW. Any Work or element thereof will be deemed approved if Client fails to reject the Work within the specified time period or if Client instructs Quad to not submit such Work for Client's approval. In the event that Client rejects any Work or elements thereof, Quad shall revise the Work within a reasonable time, it being understood that Quad shall notify Client in the event Quad will incur additional fees in connection with such revisions (except to the extent such revision is a result of Quad's failure to deliver the Work as agreed upon in the relevant SOW).

D. No Legal Services.

Quad is not providing legal services to Client, and Client shall not treat any advice or opinions provided by Quad as legal advice. Client is solely responsible for conducting its own legal due diligence, assessing risk, and receiving any legal clearance of the Work or elements thereof.

E. Export Restrictions.

Client agrees that: (i) the Work provided by Quad will not be used in connection with any nuclear, chemical, or biological weapons programs or other related activities, (ii) the Work will not be exported, re-exported, rented, sold, shipped, or otherwise transferred to locations, persons or entities subject to applicable trade embargos or sanctions or appearing on any denied party or entity lists or other sanctions lists, and (iii) it will not issue any request to Quad to comply with the Arab league boycott of Israel or any other foreign boycott that is not sanctioned by the U.S. Government.

F. Excused Obligations.

Quad's failure to perform its obligations under this Agreement will be excused, and not included in any determination of non-performance by Quad, to the extent such failure is related to or caused by Client's failure to comply with Section 5, breach of the Agreement by Client, or any infringements or misappropriation of third-party rights by Client or its employees or agents (including by Quad in connection with using or incorporating the Client Materials into the Work).

6. INTELLECTUAL PROPERTY AND OWNERSHIP

A. Ownership of Client Materials.

Client will remain the sole and exclusive owner of all right, title and interest in and to the Client Materials. Client grants to Quad a limited, royalty-free, non-exclusive, non-transferable license to (i) use, reproduce, publish and distribute the Client Materials in furtherance of its performance under this Agreement, and (ii) to anonymize and aggregate Data derived from the Services and/or Client Materials provided to Quad to create, enhance or improve Quad's product or service offerings.

B. Ownership of Deliverables.

Any Deliverable developed and produced by Quad exclusively for Client under an SOW shall be considered a "work made for hire" pursuant to the United States Copyright Act, subject to rights in any Third-Party Content and Quad Property, and full and complete payment to Quad of all Fees and Expenses for the Work. To the extent that any such Deliverables do not qualify as "works made for hire," Quad agrees to assign all rights it may have in the Deliverables created by Quad exclusively for Client (including copyright)

and execute any document(s) that Client may reasonably require to transfer or assign ownership to Client.

C. Quad Property.

Quad will remain the sole and exclusive owner of all right, title and interest in and to the Quad Property. Quad grants to Client a limited, royalty-free, non-exclusive, non-transferable license to use Quad Property incorporated into any Deliverables solely in connection with Client's own use of the Deliverables.

D. Third-Party Content.

Quad may include within the Deliverables Third-Party Content. In such circumstances, Quad will obtain all necessary licenses to include the Third-Party Content into the Deliverables in accordance with the SOW. Neither Quad nor Client shall have any ownership or other property rights in or to the Third-Party Content, the ownership of which will be retained by the third-party licensor, other than as subject to the applicable license(s). In such instances, Client agrees to be bound by the terms of such license(s) and restrictions.

7. CONFIDENTIALITY

A. Confidential Information.

From time to time during the term of this Agreement, the Disclosing Party may disclose or make available Confidential Information to the Receiving Party; provided, however, that Confidential Information does not include any information that: (i) is or becomes lawfully and generally available to the public other than as a result of Receiving Party's breach of Section 7 or any other duty or obligation of confidentiality owed to the other Party, (ii) is or becomes available to Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information, (iii) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder as evidenced by its records, or (iv) was or is independently developed by Receiving Party without using any Confidential Information.

B. Obligations.

Receiving Party will: (i) protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not use Disclosing Party's Confidential Information, or permit it to be used, for any purpose other than to exercise its rights or perform its obligations under this Agreement, and (iii) not disclose any such Confidential Information to any person or entity, except to Receiving Party's Representatives who need to know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement or enforce this Agreement. Receiving Party will ensure that its Representatives who have access to Disclosing Party's Confidential Information are informed of the confidential nature of the Confidential Information and are subject to confidentiality duties or obligations that are no less restrictive than those contained in Section 7. Receiving Party will be responsible for any breach of Section 7 by its Representatives.

C. Required Disclosure.

If Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective

order or other remedy and Receiving Party must only disclose or furnish that portion of Confidential Information as such Receiving Party or the applicable Representative is legally obligated or compelled to so produce or disclose.

D. Return or Destruction.

At Disclosing Party's request, Receiving Party will return or destroy any Confidential Information Receiving Party obtained from the Disclosing Party. However, nothing contained herein will be construed to prohibit Receiving Party from retaining electronic information maintained in compliance with its digital Data retention and automated backup procedures; such Confidential Information will remain subject to the confidentiality obligations set forth herein.

E. Remedies.

In the event of a breach of Section 7, the Receiving Party understands and agrees that direct money damages may not be an adequate remedy for any breach of this Agreement by it and that the Disclosing Party may seek specific performance and injunctive or other equitable relief as a remedy for any such breach. The Receiving Party further agrees to waive any requirement for the Disclosing Party to secure or post any bond in connection with such remedy.

F. Conflicting Obligations.

The provisions of Section 7 are intended to supersede and replace in whole any previous confidentiality, non-disclosure or similar agreement between the Parties that relate to the Work.

G. Survival.

Notwithstanding the term of the Agreement, the obligations set forth in Section 7 with respect to each item of Confidential Information disclosed hereunder will remain in effect for a period ending three (3) years from the date of disclosure of such item, except for trade secrets which will remain confidential the longer of three (3) years or when it is no longer a trade secret.

8. DATA

The Parties agree to the DSUP attached as Exhibit A to this Agreement with respect to the handling and processing of all Data between the Parties.

9. TITLE AND RISK OF LOSS

Title and risk of loss will pass to Client upon the earlier of: (A) in the case of digital Deliverables, transmission from Quad, and in the case of tangible Deliverables, delivery to Quad's dock, or (B) delivery of the Deliverables into storage as may be requested by Client from time to time.

10. WARRANTIES

A. Mutual Warranties.

- i. *Authorization.* Each Party warrants to the other Party that execution of this Agreement by its representative has been duly authorized.
- ii. *No Conflict.* Each Party warrants to the other Party that entering into and performing under this Agreement will not conflict with or result in a breach or violation of any agreement by which a Party may be bound.
- iii. *Compliance with Laws.* Each Party warrants to the other Party that it will comply with all applicable laws in its performance under this Agreement, including those

pertaining to ethical business practices such as the Foreign Corrupt Practices Act and analogous laws, and all laws relating to anti-bribery and kickbacks, anti-corruption, insider trading, export compliance, economic sanctions and anti-boycott, money laundering and human trafficking.

B. Performance Warranties.

Quad makes the following limited warranties to Client during the Warranty Period (defined below) for any Work under this Agreement or an SOW:

- i. *Deliverable Warranty.* Quad warrants that the Deliverable will be free from any defect that materially impacts the commercial purpose and effect of the Deliverable.
- ii. *Services Warranty.* Quad warrants that it will perform the Services in a professional and workmanlike manner, at commercially acceptable levels as are customarily provided in the industry for each type of Service provided.

C. Duration of Warranties and Remedies.

The limited performance warranties provided under Section 10.B shall commence upon performance of the Services or delivery of the Deliverables, as the case may be, and shall last the Warranty Period. Client claims for any breach of the warranties must be made in writing within the Warranty Period, fully setting forth the nature of the claim and including all facts and details supporting such claim. If a claim is made during the Warranty Period and it is determined that Quad is in material breach of a performance warranty set forth in Section 10.B, the Parties will work together in good faith to mitigate the effects of such breach. Quad's entire liability and Client's sole remedy for Quad's failure to meet these performance warranties shall be for Quad to, at its option, (i) use reasonable efforts to correct such failure, or (ii) refund up to that portion of any Fees received for Services that correspond to such failure to perform.

D. Disclaimer.

OTHER THAN THE WARRANTIES PROVIDED IN SECTION 10, QUAD MAKES NO OTHER WARRANTIES AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, QUAD IS NOT RESPONSIBLE FOR AND MAKES NO WARRANTIES WITH RESPECT TO THE INTERNET, THIRD-PARTY DEVICES, SOFTWARE OR SYSTEMS, OR THIRD-PARTY CONTENT OR MATERIALS.

11. LIMITATIONS ON LIABILITY

A. Damages.

EACH PARTY WILL ONLY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR DIRECT DAMAGES. AS THE SERVICE PROVIDER UNDER THIS AGREEMENT, QUAD'S CONTRACTED PRICE PAID OR PAYABLE UNDER THIS AGREEMENT WILL BE CONSIDERED DIRECT DAMAGES OF QUAD. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY OTHER TYPES OF LIABILITIES, PENALTIES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY LIQUIDATED, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST SALES OR PROFITS, DAMAGES ARISING UNDER A COLLATERAL CONTRACT OR ARRANGEMENT, OR ANY OTHER LIABILITIES, WHETHER ARISING OUT OF AN ACTION BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE

OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Liability.

EXCEPT FOR THE REMEDIES FOR BREACH OF PERFORMANCE SET FORTH IN SECTION 10.B, THE LIABILITY OF QUAD ARISING OUT OF OR RELATED TO ANY CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED IN AGGREGATE THE LESSER OF THE FEES PAID BY CLIENT TO QUAD FOR THE WORK (EXCLUDING ANY THIRD-PARTY VENDOR COSTS) IN THE THIRTY (30) DAYS PRECEDING ANY CLAIM OR \$100,000.

12. INDEMNIFICATION

A. Indemnification.

The Indemnifying Party agrees to indemnify and hold harmless the Indemnified Parties from and against any and all Third Party Claims, and any and all Losses, to the extent the Third Party Claim results from the Indemnifying Party's: (i) breach of Section 7 (Confidentiality); (ii) breach of the DSUP; (iii) violation of any applicable law, rule, regulation, court order, or consent agreement in the course of performance of the Indemnifying Party's obligations under this Agreement; or (iv) infringement on the intellectual property rights of a third party through the use of a Deliverable (in the case of Client as the Indemnified Party) or use of a Client Material (in the case of Quad as the Indemnified Party) except for Third-Party Claims arising from Third-Party Content, misuse or modification of the Deliverable or Client Material, failure to use corrections or enhancements that, if used, would avoid such a claim, or use of the Deliverable or Client Materials in combination with any service, product, software or hardware not expressly directed by a Party in writing to be used with the Deliverable or Client Materials. In addition to the Indemnifying Party's obligations under Section 12.A(iv), if any such property violates the intellectual property rights of any third party, the Indemnifying Party may, at its option, either: (w) procure for the Indemnified Party a license or right to continue using the property, (x) modify the property to make it non-infringing, without loss of any material functionality, (y) replace the property with a non-infringing equivalent, or (z) in the case of Quad as Indemnifying party, refund the Fees paid by Client for the infringing Services or terminate the relevant SOW affected by the infringement.

B. Exceptions.

Notwithstanding any indemnification obligations set forth in this Agreement, the Indemnifying Party's obligations will not extend to Third Party Claims to the extent: (i) such Third Party Claim is caused by the negligence or misconduct of the Indemnified Party, (ii) such Third Party Claim arises from an Indemnified Party's failure to comply with any of its obligations set forth in this Agreement, or (iii) both Parties would be obligated to indemnify the other Party under the indemnity obligations stated above for the same Third Party Claim.

C. Indemnification Procedures.

The Indemnified Party shall provide prompt written notice to the Indemnifying Party of any Third Party Claim. The Indemnifying Party shall have the right to assume and control the defense of the Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel. Settlement of any Third Party Claim will require the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned, or delayed). The Parties shall take all reasonable action to mitigate Losses to both Parties and shall cooperate in good faith to resolve any Third Party Claims.

13. PERSONNEL

A. Independent Contractors.

The relationship between the Parties is that of independent contractors. The details of the method and manner in which Quad provides the Work will be under its own control, Client being interested only in the results thereof. Quad is solely responsible for supervising, controlling and directing the details and manner of the completion of the Work. Nothing in this Agreement gives the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Work. Quad will make all arrangements and payments for its employees' wages, insurance, worker's compensation, tax withholdings and benefits, and Client will do the same for its own employees.

B. Agents.

Quad or, at its direction, its Agents will perform the Work. To the extent that Quad uses any Agents to perform any of the Work, Quad will be responsible for all acts of any of its Agents in the course of performance under this Agreement.

C. Personnel Assignment.

Quad reserves the right to determine which personnel will be assigned to perform the Work, and to replace or reassign such personnel as necessary to comply with its obligations hereunder. Quad employees assigned to perform Services on Client's behalf are not authorized to make additional agreements that modify or bind Quad to additional obligations beyond the scope of this Agreement.

D. On-Site Personnel.

Whenever present on the other Party's premises, each Party will provide and make available to the on-site employees all applicable on-site policies and procedures, and such Party will use commercially reasonable efforts to ensure that its employees will comply with the such policies and procedures while on a Party's premises. While on-site, each Party will maintain the facility in a clean manner, provide a safe work environment, and shall not injure or do harm or damage to any employee, Agent, property or systems of the other Party. To the extent Quad is providing any Work at a Client facility or an SOW requires Work to be performed from a Client owned or leased facility, Client further will allow Quad and its employees access to and use of the facility, including all common areas, as necessary for the performance of the Work, and promptly notify Quad in writing of any known asserted or actual workplace injuries or violations of policies or procedures.

14. ASSIGNMENT; CHANGE OF CONTROL; CHANGE TO BUSINESS

A. Assignment.

To the extent that a Party sells all or substantially all of its assets or any assets related to the Work, that Party agrees assign, and to require any third party (including any corporate affiliate or any related corporation) to accept assignment of, the Agreement and any relevant SOWs (or relevant portions thereof). The assigning Party shall promptly deliver written notice of the assignment and the assignment to the non-assigning Party. Except as otherwise provided, neither Party will assign the Agreement or any obligation hereunder (other than as set forth in Section 14.B) without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned. This Agreement will inure to the benefit of and will be binding upon the Parties hereto and their permitted successors and assigns. Any attempt to assign the Agreement in violation of this Section is void.

B. Change of Control.

To the extent there is a change of control of either Party, by merger, operation of law, or otherwise, notice will be immediately given to the other Party of such change of control, and such surviving entity (if any) will continue to be obligated to the terms of the Agreement and the Parties will amend the Agreement to reflect the change of control as needed.

C. Change To Business.

In the event of a material change to the business of either Party that affects the ability of the a Party to perform under any SOW or modifies the underlying assumptions to an SOW, including without limitation discontinuance of product lines, changes to specifications, volume, seasonality, or facility, equipment or product closures or obsolescence, the Parties will cooperate in good faith to make any necessary amendments to the applicable SOWs to accommodate for such material change to the business, and the affected Party may elect to terminate the applicable SOW with thirty (30) days' notice if the Parties are unable to agree to a Change Order or other appropriate amendment.

15. GENERAL PROVISIONS

A. Notices.

All notices that either Party desires or is required to give to the other under this Agreement, including any SOW, will be given in writing by personal delivery, overnight courier, or sent by United States mail postage prepaid, return receipt requested, or given by email correspondence, with receipt confirmation. With respect to Quad, all email notices shall be sent to ContractNotices@quad.com and all written notices shall be delivered to the following address:

Quad/Graphics, Inc.
Attn: General Counsel
N61W23044 Harry's Way
Sussex, WI 53089

B. Governing Law.

The laws of the State of New York will apply to the interpretation of the Agreement without regard to conflicts of law principles thereof. The Parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to the Agreement and the performance of the Parties contemplated under the Agreement, to the extent that such convention might otherwise be applicable. The Parties further agree that this Agreement does not cover the sale of "Goods" as that term is defined under the Uniform Commercial Code (as may be adopted by any state), and the Uniform Commercial Code (as may be adopted by any state) may not be used to supplement, modify or revise any of the obligations made in this Agreement. All claims, other than claims for payment, shall be brought in federal court located in the Southern District of New York- New York City, and the Parties consent to the exclusive jurisdiction of that court. Neither Party may assert against the other Party any claim for breach or nonperformance in connection with the Agreement unless the asserting Party has given the other Party written notice of the claim within two (2) years after the asserting Party first knew or reasonably should have known of the underlying facts giving rise to such claim.

C. Force Majeure.

Each Party will be excused from performance under the Agreement (other than obligations to make payments that have become due and payable pursuant to the Agreement) as a result of a Force Majeure Event for any period and to the extent that it affects a Party's ability to perform under this Agreement for any reason. If either Party is impacted by a Force Majeure Event, it will continue to use commercially reasonable efforts to

recommence performance; provided, however, significant cost increases to avoid or mitigate any Force Majeure Event shall not be deemed reasonable for purposes of this Section. During a Force Majeure Event that delays Quad's timely performance, Client may, without breach, have Work performed by a third party for Work impacted by the Force Majeure Event, provided, that Client will be required to have the Work performed by Quad when Quad provides notice to Client that Quad is able to recommence performance of the Work.

D. Publicity.

All advertising, press releases, public announcements and public disclosures by either Party relating to the Agreement which includes the other Party's name, trade names, trademarks, logos, service marks or trade dress will be coordinated with and subject to approval by both Parties prior to release; provided, however, that: (i) either Party may indicate to third parties that Quad is providing services to Client; and (ii) Quad may use Client as a reference.

E. Survival.

The terms and conditions of this Agreement will continue to apply after termination or expiration of this Agreement to the extent necessary to govern the completion of any SOW entered into before such date. Any provision that, by its express terms should survive termination or expiration of this Agreement will survive such expiration or termination, including, without limitation, Sections 4 (Payment), 7 (Confidentiality), and 11 (Limitations on Liability).

F. Severability.

If any provision of the Agreement will be held illegal or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed and the remainder of such provision or the entire Agreement will not fail on account thereof, and the balance of the Agreement will continue in full force and effect.

G. Waiver.

No waiver of this Agreement, including any SOW, will be effective unless in writing signed by the waiving Party. The waiver of any of the terms or provisions of the Agreement in any one or more instances will not be deemed a permanent waiver thereof or a waiver of this entire Agreement.

H. No Third-Party Beneficiaries.

This Agreement does not create any benefits, rights, claims, obligations, or causes of action in, to, or on behalf of, any Person or entity (including affiliates, third parties, or subcontractors) other than to Client and Quad under the Agreement.

I. Addenda; Order of Precedence.

Depending on the Work that Client purchases from Quad, certain Addenda may apply and are incorporated by reference and made a part of this Agreement with respect to that particular Work. In the event of a conflict between this Agreement and its Addenda, the Addenda prevails, but solely as to the specific type of Work described in the Addenda. In the event of a conflict between this Agreement (including its Addenda) and an SOW, this Agreement prevails unless the SOW specifically refers to and states that it is modifying this Agreement, in which case those conflicting terms prevail solely with respect to that SOW. Any additional or different terms contained in an SOW from Client or other documents supplied by Client will not modify this Agreement and will be and are deemed rejected.

J. Entire Agreement and Amendments.

This Agreement (including any Addenda, Payment Terms Letter, SOWs, or other attachments referenced herein), constitute the entire agreement between Quad and Client relating to the transactions contemplated hereby, superseding all prior writings, agreements, representations, statements and understandings. This Agreement may be amended by Quad and made publicly available to Client.

16. DEFINITIONS

- A. **“Addenda”** means additional terms to this Agreement for specific Work that Client purchases from Quad that can be found on <https://www.quad.com/clients>.
- B. **“Agents”** means Quad’s subsidiaries, affiliates and related entities or subcontractors.
- C. **“Agreement”** means these General Terms of Sale.
- D. **“CCPA”** mean the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act, and its implementing regulations.
- E. **“Client”** means the client as set out in the signature block of the relevant SOW.
- F. **“Change Order”** means a document signed by both Parties that modifies an SOW.
- G. **“Client Instruction(s)”** means any direction, authorization, decision, instruction, or other information provided by Client.
- H. **“Client Indemnified Party(ies)”** means Client, its affiliates, and/or subsidiaries, and/or its and their successors and assigns.
- I. **“Client Materials”** means any materials or information provided to Quad by Client or at Client’s direction, including without limitation raw materials, semi-finished and finished materials, content, information, mail lists, Data, and any intellectual property rights owned by Client with respect thereto.
- J. **“Client Personal Data”** means any Personal Data that Quad receives in providing Work to a Client pursuant to an SOW.
- K. **“Confidential Information”** means non-public, proprietary, or confidential information of Disclosing Party that is clearly designated by Disclosing Party as confidential or which Receiving Party should reasonably understand Disclosing Party would expect to be treated as confidential.
- L. **“Controller”** means the natural or legal person that alone or jointly with others determines the purposes and means of Processing Personal Data, and includes the term “Business” as defined by the CCPA.
- M. **“Data”** means information in digital form that can be transmitted or processed.
- N. **“Data Subject”** or any similar term used in any U.S. Data Privacy Laws, such as “Consumer,” has the meaning set forth in the applicable U.S. Data Privacy Law.
- O. **“Deliverables”** means the deliverables as described in an SOW.
- P. **“Disclosing Party”** means a Party that discloses or make available information to other Party.

- Q. **"DSUP"** means the Data Services, Use, and Processing Agreement (U.S.).
- R. **"Expenses"** means all actual, documented out-of-pocket expenses.
- S. **"Fees"** means the fees, commissions and other charges for the Work.
- T. **"Force Majeure Event"** means the occurrence of an event or circumstance beyond the control of a Party that renders a Party's performance under this Agreement commercially impractical.
- U. **"Indemnified Party(ies)"** means, as the case may be, the Client Indemnified Party(ies) or the Quad Indemnified Party(ies).
- V. **"Indemnifying Party"** means the Party against which a right to indemnity is asserted under this Agreement.
- W. **"Job Metadata"** means Data that is generated by Quad and is related to the type or category of work or to facilitate production of a job, including without limitation such information as title code, job number, date produced, date mailed, brand or publication, campaign or issue, version of the pieces, business-to-business, or direct-to-consumer.
- X. **"Losses"** means any and all damages awarded to a third party in connection with a Third Party Claim and any and all out-of-pocket expenses (including settlement fees and reasonable attorney's fees) incurred by an Indemnified Party as a result of a Third Party Claim.
- Y. **"Party(ies)"** means Client and/or Quad, when referred to individually or collectively.
- Z. **"Payment Dispute Period"** means thirty (30) days from the time that Client provides a notice of dispute of any invoice or portion thereof.
- AA. **"PCI Data"** means any Data subject to protection under Payment Card Industry Data Security Standards, including "cardholder data" (including the primary account number, cardholder name, expiration date, and service code) and "sensitive authentication data" (including full track data, card verification code, and PINs/PIN blocks) as such terms are defined by such standards.
- BB. **"Personal Data"** means personal data, personal information, personally identifiable information, or any similar term used in any U.S. Data Privacy Laws or, if not defined by U.S. Data Privacy Laws, any information relating to an identified or identifiable natural person. For purposes of this DSUP, Personal Data does not include Job Metadata.
- CC. **"Process(ing)"** means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- DD. **"Processor"** means a natural or legal person, which processes Personal Data on behalf of the Controller, and includes the term "Service Provider" as defined by the CCPA.
- EE. **"Quad"** means Quad/Graphics Inc., its subsidiaries and affiliates. Quad is a provider of Quad[®], Betty[™], and Rise[®] services.

- FF. **“Quad Indemnified Party(ies)”** means Quad, its affiliates, and/or subsidiaries, and/or its and their successors and assigns.
- GG. **“Quad Property”** means the know-how and other information Quad has and uses to provide the Work, including all materials, methodologies, software, applications, processes or procedures and any patents, copyrights, trade or service marks, or other intellectual property rights therein, whether in connection with or independent from and whether prior to, during or after its performance under this Agreement.
- HH. **“Quad Proprietary Dataset”** means any dataset of and about individuals owned and controlled by Quad.
- II. **“Receiving Party”** means a Party that receives information from the other Party.
- JJ. **“Representatives”** means a Party’s employees, agents, contractors, attorneys or representatives.
- KK. **“Sensitive Data”** means any Data of a highly sensitive nature that is regulated under U.S. Data Privacy Laws, which may include “sensitive personal information” as defined by the CCPA.
- LL. **“Security Incident”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Client Personal Data transmitted, stored or otherwise processed by Quad.
- MM. **“Services”** means the services as described in an SOW.
- NN. **“SOW”** means Statements of Work or similar document(s) such as purchase orders, quotes, estimates, or other requests for Work that may contain scope and specifications, project timelines, Fees, Expenses, and other matters relating to the Work.
- OO. **“Sub-processor”** means an entity (including any Quad affiliate) engaged by Quad who undertakes to receive Client Personal Data intended for Processing.
- PP. **“Term”** means the term of this Agreement as set forth in Section 2.A.
- QQ. **“Third Party Claims”** means claims, suits, proceedings and actions brought by an unaffiliated third party against an Indemnified Party.
- RR. **“Third-Party Content”** means content obtained from third parties, including without limitation list rentals, images, photographs, trademarks, and fonts.
- SS. **“U.S. Data Privacy Law”** means any applicable U.S. privacy law or U.S. state privacy statutes and regulations relating to the protection of Personal Data, whether in existence as of the Effective Date or promulgated thereafter, as amended or superseded.
- TT. **“Warranty Period”** means thirty (30) days following performance of the Services or delivery of the Deliverables, as the case may be.
- UU. **“Work”** means, collectively, the Services and Deliverables.

EXHIBIT A TO AGREEMENT

DATA SERVICES, USE, AND PROCESSING AGREEMENT (U.S.)

This DSUP is incorporated by reference and is made a part of the Agreement between the Parties. All terms included in this DSUP shall be in addition to, and not in replacement of, those terms set forth in the Agreement. In the event of any conflict or inconsistency between the terms of this DSUP and the terms of the Agreement, the terms of this DSUP will control. All capitalized terms not defined in this DSUP shall be read to have the meaning given to those terms in the Agreement.

1. PROCESSING

- A. Scope of Processing. Client, acting as Controller, may provide Quad with general or specific instructions regarding the Data Processing provided as part of the Work. Instructions must be issued in writing or via e-mail. Quad will Process Client Personal Data in accordance with the documented instructions received from the Client as Controller. Quad agrees to process the Client Personal Data only for the limited purpose of providing Services under the Agreement, except as described in Section 6 of this DSUP. The details of Processing will be set forth in an SOW.
- B. Confidential Treatment. Quad shall ensure that any person who is authorized by Quad to Process Client Personal Data shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- C. Prohibitions. Quad shall not, except as specified in Section 6 of this DSUP, (i) sell any Client Personal Data received or obtained in connection with performing the Services under the Agreement or share such Client Personal Data for cross-contextual behavioral advertising, (ii) retain, use, or disclose the Client Personal Data for any purpose other than for the specific purpose of performing the Services in connection with its obligations under the Agreement, including for a commercial purpose, or (iii) retain, use, or disclose any Client Personal Data outside of the direct business relationship between Client and Quad. For the avoidance of doubt, this paragraph does not apply to Job Metadata.
- D. Commingling of Data. Quad will not combine any Client Personal Data received or obtained in connection with performing the Services under the Agreement with Personal Data from other third parties that it may otherwise receive, obtain, or collect, except as may be required or reasonably necessary to perform the Work under any SOW, as specified in Section 6 of this DSUP, or unless as otherwise permitted by U.S. Data Privacy Law.
- E. Return and Destruction. Quad will delete and destroy all Client Personal Data (including copies thereof) within a reasonable time after providing the Work.

2. TECHNICAL AND ORGANIZATIONAL SAFEGUARDS

Quad will have and maintain policies and procedures reasonably designed to detect and respond to Security Incidents. These policies and procedures will be aligned with the scope and type of Client Personal Data received, and include physical, technical/electronic, and administrative/procedural safeguards that are designed to reasonably detect and respond to Security Incidents.

3. COMPLIANCE WITH LAW

- A. Compliance with Laws. Quad will comply with its obligations under all applicable U.S. Data Privacy Laws. Quad will provide the same level of privacy protection to any Client Personal Data as provided, and required, under U.S. Data Privacy Laws.
- B. Client Audit Rights. Client may take reasonable and appropriate steps to ensure that Quad uses Client Personal Data received or obtained in connection with performing the Services under the Agreement in a manner consistent with Client's obligations under U.S. Data Privacy Laws and this DSUP. Such steps are limited to Quad making available to Client, upon written request and without undue delay (subject to appropriate confidentiality obligations), a summary copy of applicable third-party audit report(s) or certifications it maintains for its Services.
- C. Potential Violations. Quad will notify Client if it determines that it can no longer comply with applicable obligations under U.S. Data Privacy Law with respect to Client Personal Data received or obtained in connection with performing the Services under the Agreement. Upon receiving such notice or other notice of Quad's non-compliance with U.S. Data Privacy Law, Client may take reasonable and appropriate steps, upon prior notice to Quad, to stop and remediate any unauthorized use of Client Personal Data received or obtained in connection with performing the Services under the Agreement.
- D. Notice of Requests. Quad will notify Client in the event it receives any request, complaint, or communication relating to Client's obligations under U.S. Data Privacy Law (including from a government or other regulatory authority). To the extent permitted by applicable law and as applicable, Quad (acting as a Processor for Client) will obtain specific written consent and instructions from Client prior to responding to such request, complaint, or communication. To the extent Quad receives a request from a third party public authority including a law enforcement agency or government agency for disclosure of the Client Personal Data, Quad will, without undue delay, notify Client of such request unless otherwise legally prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). Such notification will set out: (i) the scope of the request; (ii) the reason for the request; and (iii) the form of the disclosure requested, in so far as Quad is able to describe such aspects.
- E. Data Subject Requests. Quad will reasonably cooperate with Client to enable it to: (i) respond to requests for exercising Data Subjects' rights under U.S. Data Privacy Law; and (ii) comply with requests from a government or other regulatory authorities, including but not limited to in the event of an investigation. All costs of such cooperation will be borne by Client as the Controller.

4. SUB-PROCESSORS

In the event Quad engages a Sub-processor to Process Client Personal Data, Quad will require such Sub-processor to comply with the obligations applicable to Quad under this DSUP. Upon written request, Quad will provide Client with a list of Sub-processors and notify Client with any changes to that list of Sub-processors. After being notified, Client must notify Quad within fourteen (14) business days of any reasonable objection it has to such Sub-processors. In the event Client provides a reasonable objection, Quad will use commercially reasonable efforts to make a change in processing under the Agreement to avoid Processing of Personal Data by such Sub-processor. If Quad is unable to make available such change within a reasonable period of time, Client may terminate the Services provided under the Agreement with respect only to those services which cannot be provided by Quad without the use of the objected-to Sub-processor, by providing written notice to Quad. The Parties agree that Client's non-response to a notification of any

additional or replacement Sub-processors will be taken as the Client's approval of such additional or replacement Sub-processor.

5. CLIENT OBLIGATIONS

- A. Compliance with Laws. Client will comply with its obligations under all applicable U.S. Data Privacy Laws.
- B. Client Instructions. Client will only provide instructions to Quad that comply with applicable law, and Client represents and warrants that the Processing of Client Personal Data in accordance with Client's instructions must not cause Quad to be in breach of any applicable laws.
- C. Collection and Transfer. Client has collected all Client Personal Data and transferred that Client Personal Data to Quad in accordance with its own policies, all necessary or required privacy notices and consents, and in accordance with all applicable laws.
- D. Minimum Data Requirements. Client will only provide Quad with the minimum necessary Client Personal Data that is required for Quad to perform the Work.
- E. Sensitive Data. Client will specifically identify any Sensitive Data in writing prior to transferring that Sensitive Data to Quad so that Quad may use the appropriate operational platforms and protocols structured to comply with applicable U.S. Data Privacy Laws. Notwithstanding the foregoing, Client will not provide PCI Data to Quad.
- F. Notice of Requests. Client will notify Quad in the event it receives any request, complaint, or communication relating to Quad's obligations under U.S. Data Privacy Law (including from a government or other regulatory authority). To the extent permitted by applicable law and as applicable, Client will obtain specific written consent and instructions from Quad prior to responding to such request, complaint, or communication. To the extent Client receives a request from a third party public authority including a law enforcement agency or government agency related to Quad, Client will, without undue delay, notify Quad of such request unless otherwise legally prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). Such notification will set out: (i) the scope of the request; (ii) the reason for the request; and (iii) the form of the disclosure requested, in so far as Client is able to describe such aspects.
- G. Access to Quad's Systems. To the extent that Client is provided access to Quad's systems, Client will comply with Quad's information security policies, as will be communicated to Client upon and/or after grant of access to such systems.

6. QUAD USE OF JOB METADATA

- A. Job Metadata Processing. The Parties acknowledge and agree that Quad:
 - i. is authorized to use Client Personal Data for the limited purpose of matching individuals associated with a job (e.g., individuals that are included in mailing lists) with existing information about those individuals that have been separately obtained in the Quad Proprietary Dataset and to append the associated Job Metadata to the existing information about those individuals in the Quad Proprietary Dataset;
 - ii. shall not otherwise collect, use, retain or further disclose Client Personal Data other

than in connection with its obligations under the Agreement; and

iii. is not providing Client with any monetary or other valuable consideration in connection with its use of Client Personal Data as contemplated under this Section.

B. Use of Quad Data. For the avoidance of doubt, Quad is authorized to retain, use and further disclose Job Metadata for the purpose of analytics, to test, develop, and create new product and service offerings, or for other business or commercial purposes.

7. SECURITY INCIDENTS

A. Notice of Security Incident. In the event of a Security Incident affecting Client Personal Data, Quad will: (i) notify Client about the Security Incident without undue delay after becoming aware of the Security Incident, and as part of the notification provide a description of the Security Incident including to the extent possible the nature of the Security Incident, the categories and approximate number of Data Subjects affected, and the categories and approximate number of Data records affected; (ii) promptly begin a full investigation into the circumstances surrounding the Security Incident; and (iii) take such actions as may be necessary or reasonably expected to minimize the effects of the Security Incident and to prevent a reoccurrence of the Security Incident.

B. Cooperation. The Parties will cooperate with each other with respect to the investigation of, response to, and remediation of, any such Security Incident, and will share all applicable information (except to the extent prohibited by applicable law) to the other with respect to the Security Incident. Each Party will use all reasonable efforts in good faith to mitigate any reputational and brand damage to the other affected Party and any loss or damage that may arise from the Security Incident.

C. Confidential Treatment. Any Security Incident and all information, analyses, and conclusions resulting from the investigation into the Security Incident will be considered Confidential Information of Quad.

D. Remediation. Quad will be responsible for reasonable documented out-of-pocket costs for the following remediation to the extent that Quad's failure to comply with its obligations under this DSUP results in a Security Incident, provided that, such remediation is required to comply with applicable U.S. Data Privacy Law, subject to the limitations set forth in the Agreement, and the Security Incident is not caused, in whole or part, by Client or as a result of Client's breach of this DSUP:

- i. fines, fees, and costs incurred as a result of any Security Incident;
- ii. preparing and providing notice of any Security Incident to government bodies, data protection authorities, or supervisory authorities;
- iii. preparing and providing notices to Data Subjects affected by the Security Incident; and
- iv. any other remediation, or correction activities that are required by U.S. Data Privacy Laws to be provided to the affected Data Subjects in connection with the Security Incident.